

CHARLES A. SHADID, L. L. C.

SUITE 222, VICTORIA BUILDING
1901 CLASSEN BOULEVARD
OKLAHOMA CITY, OKLAHOMA 73106
(405) 525-6671 FAX (405) 525-6675

September 23, 2013
Privileged Document

Ken Smith
Associated Claims Management, Inc
On behalf of Aspen Specialty Insurance Co.
510 E 1st Street
Oakboro, NC 28129

Claim Number: PR1200037375
Policy Number: PRAAJM212
Date of Loss: 5/31/2013
Loss Locations: *Multiple* – Refer to Schedule of Locations

Dear Mr. Smith,

The insured in the above claim intends to comply fully with the requirements of the policy loss conditions as set out in the following relevant portions of the policy-form CP 0010 (04/02), which was in effect at the time of the loss.

The following is the provision of the policy and responses to the same:

"E: Loss Conditions

...3. Duties In the Event of Loss or Damage

a. You must see that the following are done in the event of loss or damage to Covered Property:

(1) Notify the police if a law has been broken.

Response - No law was broken. Claim was wind & hail loss.

(2) Give us prompt notice of the loss or damage. Include a description of the property involved.

Response – Prompt notice was given to agent of insured:

Cliff Miller, agent, Professional Insurers LLC, 7301 N Broadway #200, OKC, OK 73116, with a list of the properties upon which adjustment of claims was requested.

(3) As soon as possible, give us a description of how, when and where the loss or damage occurred.

Response – same answer as Response No. 2. Additional damages under present review and damage assessment.

(4) Take all reasonable steps to protect the Covered Property from further damage and keep a record of your expenses necessary to protect

EXHIBIT

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Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

Response – The following steps and repairs have been made to prevent further damage as required by the Policy:

16th and Indiana – 1708-1757 NW 16th – 6/26/13 – Roof damage \$4,000.00, check #20728. 1708 NE 16th – 8/2/13 – Ceiling tiles, \$120.00, check #20873. 1757 NE 16th – 8/2/13 – Ceiling tiles, \$90.00, check #20873;

804 W Britton Rd. – Roof damage 6/26/13, \$1,500.00, check #20735; 1400 NW 23rd – Roof damage 6/26/13, \$3,500.00, check #20726; 3003 SE 44th – Ceiling tiles 6/21/13, \$75.00, check #20878, Ceiling tiles 8/2/13, \$150.00, check #20863;

5810 S Western – A/C 5 Ton Unit 8/2/13, \$6,800.00, check #20888, A/C 5 Ton Condenser 8/2/13, \$2,100.00, check #20888;

Airline Shopping Center – 3446-3452 SW 29th – Roof damage 6/27/13, \$2,500.00, check #20729, 3452 SW 29th – Ceiling tiles 8/2/13, \$75.00, check #20874;

Brookwood Shopping Center- 8900-8948 S Western – Roof damage 6/27/13, \$6,250.00, check #20733, 8942-8946 S Western, Ceiling tiles 6/7/13, \$75.00, check #20863, 8900 S Western – Ceiling tiles 8/2/13, \$45.00, ck #20889, 8914 S Western – Ceiling tiles 8/2/13, \$150.00, ck #20887, 8922 S Western – Ceiling tiles 8/2/13, \$75.00, ck #20886, 8942-46 S Western – Ceiling tiles 8/2/13, \$225.00, ck #20885, 8948 S Western – Ceiling tiles 8/2/13, \$60.00, ck #20883, 8916 S Western – Ceiling tiles 8/20/13, \$100.00, ck #20865;

Hartsdel Shopping Center – 3001-3009 SE 44th – Emergency roof repair 6/20/13, \$7,500.00, ck #20709, Roof repair 6/27/13, \$4,00.00, ck #20734;

Lakeshore Shopping Center – 7928 N Macarthur – Roof damage 6/27/13, \$5,500.00, ck #20731, Ceiling tiles 8/2/13, \$90.00, ck #20879, 7900 N Macarthur – roof damage 8/2/13, \$6,500.00, ck #20871;

Macarthur Park Shopping Center – 2300-2318 N Macarthur – Roof damage 6/25/13, \$7,000.00, ck #20723, 2304-2310 N Macarthur- Ceiling tiles 8/2/13, \$600.00, ck #20882, 2318 N Macarthur – Ceiling tiles 8/2/13, \$90.00, ck #20880;

Newcastle Shopping Center – 3532 Newcastle – Ceiling tiles 8/2/13, \$180.00, ck #20890;

Northeast Shopping Center – 3641 N Lottie – Canopy damage 6/26/13, \$1,500.00, ck #20725, 1108 NE 36th – Roof damage 6/26/13, \$1,500.00, ck #20724, 3641 N Lottie – Ceiling tiles 8/2/13, \$120.00, ck #20881;

Park Plaza – 3715 Springlake Drive – Roof damage 6/27/13, \$3,500.00, ck #20730, 3700 Springlake Drive – Roof damage 8/2/13, \$3,500.00, ck #20870;

Sooner Market – 5502 E Reno – Roof damage 6/27/13, \$2,700.00, ck #20736, 105 S Sooner – Ceiling tiles 8/2/13, \$150.00, ck #20884.

Spencer Shopping Center – 8487 NE 23rd – Ceiling tiles 6/25/13, \$25.00, ck #20717, Ceiling tiles 8/2/13, \$120.00, ck #20875, 8467-8497 NE 23rd – Emergency canopy repair 8/2/13, \$2,800.00, ck #20869;

Victoria Building – 1901 N Classen – Roof damage 6/26/13, \$6,200.00, ck #20727;

Will Rogers Shopping Center – 3000-3100 N Portland – Partial repair roof damage 8/2/13, \$2,250.00, ck #20868;

*Walnut Creek Shopping Center – 1136-38 N Macarthur – Roof damage 6/25/13, \$1,500.00, ck #20722, 10th & Macarthur – Guttering 8/14/13, \$11,000.00, ck #20852, trees down, debris haul-off 8/14/13, \$500.00, ck #20718, 1140-52 N Macarthur – Leak repair east wall 6/25/13, \$500.00, ck #20715, leak repair south wall 6/25/13, \$350.00, ck #20716, 1136-38 N Macarthur – Ceiling tiles 8/2/13, \$120.00, ck #20877. **Insured reserves the right to delete or add to the above items.***

(5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

Response – Damages are being assessed at the present time with Insurer's adjuster, Ken Smith and Insured's public adjustor, Jerry Renfroe starting 9/23/13.

(6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Response – Permission has already been given to Insurer and its adjuster, Ken Smith, to fully inspect the properties.

(7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

Response – No necessary forms for proof of loss have been supplied to insured from the Insurer.

(8) Cooperate with us in the investigation of the claim.

Response – Full cooperation has and will be given in the investigation of the claim. Please advise the insured of any breach of the above conditions which may preclude coverage, so that the insured will be given the opportunity to correct the same.

As requested, attached is a list of the dates that Charles A Shadid, LLC acquired these properties.

We will continue to cooperate fully with you and will furnish you with any reasonable and legal request which you may make in the investigation of this claim.

This letter is not intended to be an exhaustive listing of all the terms, conditions, exclusions and other provisions of the policy that might possible serve to limit or preclude coverage. The insured, Charles A Shadid, LLC, reserves the right to address any other coverage issues that might arise in the future under the terms, conditions, exclusions and provisions of the policy. Any action taken by Charles A Shadid, LLC or anyone acting on their behalf concerning this loss is not to be construed as a waiver of any policy terms and conditions.

Sincerely,

A handwritten signature in cursive script that reads "Charles A. Shadid".

Charles A Shadid

On behalf of Charles A Shadid, LLC

cc: Cliff Miller, *agent*
Professional Insurors, LLC
7301 N Broadway
Suite 200
Oklahoma City, OK 73116

Jerry Renfroe
Public Adjuster